

**§ 204.43**

**22 CFR Ch. II (4-1-12 Edition)**

shall be actually received by A.I.D. at the address specified below:

Mail Address:

Office of Housing and Urban Programs, Agency for International Development, Washington, DC 20523.

Re: A.I.D. Housing Guaranty Project  
—HG—<sup>1</sup>

Telex Nos.: ITT 440001 (Answer back is AIDWNDC) RCA 248379 (Answer back is 248379 AID UR) WU 892703 (Answer back is AID WSH) WU 64154 (Answer back is AID 64154)

Fax No.: 202/647-4958

Cable Address: AID WASH DC

Other addresses may be substituted for the above upon the giving of notice of such substitution to each Lender or Assignee by first class mail at the addresses set forth in the Note Register.

**§ 204.43 Governing law.**

This Guaranty shall be governed by and construed in accordance with the laws of the United States of America governing contracts and commercial transactions of the United States Government.

**EXHIBIT A TO PART 204—APPLICATION FOR COMPENSATION**

Office of Housing and Urban Programs, Agency for International Development, International Development Cooperation Agency, Washington, DC 20523

Ref: Guaranty dated as of \_\_\_\_\_, 19\_\_\_\_: A.I.D. Housing Project HG—\_\_\_\_\_

Gentlemen:

You are hereby advised that payment of \$ \_\_\_\_\_ (consisting of \$ \_\_\_\_\_ of principal, \$ \_\_\_\_\_ of interest and \$ \_\_\_\_\_ in Further Guaranteed Payments as defined in Section 204.01(i) of the Standard Terms and Conditions of the above-mentioned Guaranty<sup>1</sup>) was due on \_\_\_\_\_, 19\_\_\_\_, on \$ \_\_\_\_\_ principal amount of Notes held by the undersigned of the \_\_\_\_\_ (the “Borrower”), issued pursuant to the Loan Agreement, dated as of \_\_\_\_\_, between the Borrower and \_\_\_\_\_. Of such amount \$ \_\_\_\_\_ was not received on such date and has not been received by the undersigned at the date hereof. In accordance with

the terms and provisions of the above-mentioned Guaranty, the undersigned hereby applies, under Section 204.21 of said Guaranty, for payment of a total of \$ \_\_\_\_\_, representing \$ \_\_\_\_\_, the outstanding principal amount of the presently outstanding Notes of the Borrower held by the undersigned issued pursuant to said Loan Agreement, and \$ \_\_\_\_\_ in Further Guaranteed Payments,<sup>2</sup> plus accrued and unpaid interest thereon to and including the date payment in full is made by you pursuant to said Guaranty. Such payment is to be made at your office in Washington, DC.

[Name of Applicant]

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Dated \_\_\_\_\_

**EXHIBIT B TO PART 204—ASSIGNMENT**

The undersigned, being the registered owner of a Note in the principal amount of \$ \_\_\_\_\_ issued by the \_\_\_\_\_ (the “Borrower”), pursuant \_\_\_\_\_, and guaranty, dated as of \_\_\_\_\_, the “Guaranty”), between the Lender and the United States of America, acting through the Agency for International Development (“A.I.D.”), hereby assigns to A.I.D., without recourse (i) its entire right, title and interest in and to the Note of the Borrower referred to above (which Note is attached hereto), including its rights to unpaid interest on such Note, and (ii) its entire outstanding right, title and interest arising out of said Loan Agreement with respect to such Note, except the undersigned’s right to receive payments under the Loan Agreement in respect of which A.I.D. has made no payment to the undersigned as of the date hereof.

[Name of Applicant]

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Dated \_\_\_\_\_

Accepted:

UNITED STATES OF AMERICA

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Dated \_\_\_\_\_

<sup>1</sup>Enter title and numerical designation of the relevant A.I.D. Housing Guaranty Project as inscribed on each Note guaranty legend.

<sup>1</sup>Strike inapplicable portion.

<sup>2</sup>In the event the Application for Compensation relates to Further Guaranteed Payments, such Application must also contain a statement of the nature and circumstances of the related loss.

# **PART 205—PARTICIPATION BY RELIGIOUS ORGANIZATIONS IN USAID PROGRAMS**

AUTHORITY: 22 U.S.C. 2381(a).

## **§ 205.1 Grants and cooperative agreements.**

(a) Religious organizations are eligible, on the same basis as any other organization to participate in any USAID program for which they are otherwise eligible. In the selection of service providers, neither USAID nor entities that make and administer sub-awards of USAID funds shall discriminate for or against an organization on the basis of the organization's religious character or affiliation. As used in this section, the term "program" refers to Federally funded USAID grants and cooperative agreements, including sub-grants and sub-agreements. The term also includes grants awarded under contracts that have been awarded by USAID for the purpose of administering grant programs. As used in this section, the term "grantee" includes a recipient of a grant or a signatory to a cooperative agreement, as well as sub-recipients of USAID assistance under grants, cooperative agreements and contracts.

(b) Organizations that receive direct financial assistance from USAID under any USAID program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services directly funded with direct financial assistance from USAID. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded with direct financial assistance from USAID, and participation must be voluntary for beneficiaries of the programs or services funded with such assistance. These restrictions on inherently religious activities do not apply to programs where USAID funds are provided to chaplains to work with inmates in prisons, detention facilities, or community correction centers, or where USAID funds are provided to religious or other organizations for programs in prisons, detention facilities, or community correction centers, in which such organiza-

tions assist chaplains in carrying out their duties.

(c) A religious organization that participates in USAID-funded programs or services will retain its independence and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, a religious organization that receives financial assistance from USAID may use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols. In addition, a religious organization that receives financial assistance from USAID retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(d) USAID funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. USAID funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to USAID funds in this part. Sanctuaries, chapels, or other rooms that a USAID-funded religious congregation uses as its principal place of worship, however, are ineligible for USAID-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition. (See 22 CFR part 226).